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2
3 BILL NO. S-76-01-12

4 SPECIAL ORDINANCE NO. S-21-76

5 AN ORDINANCE approving a contract with
6 JOHN DEHNER, INC., for installation of
7 Storm Sewer-Washington Center Road

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contract dated December 29, 1975,
11 between the City of Fort Wayne, by and through its Mayor and the
12 Board of Public Works and John Dehner, Inc., for:

13 Construction of Storm Sewer-Washington Center Road
14 as follows:

15 Storm Pipe:

16 Beginning at the terminus of the 63" x 98" low head RCP
17 that was constructed under Indiana State Highway Contract
18 M-7061, Washington Center Road Improvement Project. Said
19 point of beginning more particularly described as being
20 located 80 \pm L.F. south of and 25 \pm L.F. east of the north-
west corner of Lot #31 of Washington Center Place Addition;
thence due south 420 \pm L.F. terminating at a point 160 \pm L.F.
south of and 3 \pm L.F. east of the northwest corner of Lot
#24 of said Washington Center Place Addition.

21 Said storm sewer shall be 63" x 98" low head pipe

22 Open Channel

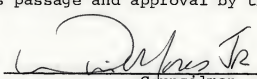
23 Beginning at the terminus of aforescribed 63" x 98" low
24 head pipe; thence southeasterly 180 \pm L.F. to the junction
25 of the existing channel line located 60 \pm L.F. east of and
60 \pm L.F. south of the southeast corner of Lot #24 of said
Washington Center Place Addition; thence southerly follow-
ing the meandering of the existing channel line 300 \pm L.F.
terminating at an existing low head structure located under
North Camden Drive.

26 All construction of pipe, channel, and channel cleaning
27 operations shall be in strict conformity with plans and
28 specifications now on file with the Board of Public Works
29 for a total cost of \$48,741.00, all as more particularly set forth
30 in said contract which is on file in the Office of the Board of
31 Public Works and is by reference incorporated herein, made a part
32 hereof and is hereby in all things ratified, confirmed and
approved.

33 SECTION 2. This Ordinance shall be in full force and
34 effect from and after its passage and approval by the Mayor.
35

APPROVED AS TO FORM
AND LEGALITY, _____

CITY ATTORNEY


Councilman

Read the first time in full and on motion by Moses, seconded by James, and duly adopted: read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 197____, at _____ o'clock ~~P.M.~~ P., E.S.T.

Date: 1-13-76

Charles W. Tipton
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	<input checked="" type="checkbox"/>				
HINGA	<input checked="" type="checkbox"/>				
HUNTER	<input checked="" type="checkbox"/>				
MOSES	<input checked="" type="checkbox"/>				
NUCKOLS	<input checked="" type="checkbox"/>				
SCHMIDT, D.	<input checked="" type="checkbox"/>				
SCHMIDT, V.				<input checked="" type="checkbox"/>	
STIER	<input checked="" type="checkbox"/>				
TALARICO	<input checked="" type="checkbox"/>				

DATE: 1-27-76

Charles W. Tipton
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 8-21-76 on the 27th day of January, 1976.

ATTEST:

(SEAL)

Charles W. Tipton
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of January, 1976, at the hour of 10.00 o'clock 4 M., E.S.T.

Charles W. Tipton
CITY CLERK

Approved and signed by me this 28th day of January, 1976, at the hour of 4:30 o'clock P. M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-76-01-12

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with JOHN DEHNER, INC., for installation of
Storm Sewer-Washington Center Road

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

Winfield C. Moses Jr.

D. Schmidt

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

DATE 127 76 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

62-374-7

SEWER 285-75

12/29/75

CONTRACT AND BOND

This Agreement, Made and entered into as of the DEC 29 1975 day of

19 _____, by and between _____

JOHN DEHNER, INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

Storm Pipe:

Beginning at the terminus of the 63" x 98" low head RCP that was constructed under Indiana State Highway Contract M-7061, Washington Center Road Improvement Project. Said point of beginning more particularly described as being located 80±L.F. south of and 25±L.F. east of the northwest corner of Lot #31 of Washington Center Place Addition; thence due south 420±L.F. terminating at a point 160±L.F. south of and 3±L.F. east of the northwest corner of Lot #24 of said Washington Center Place Addition.

Said storm sewer shall be 63" x 98" low head pipe.

Open Channel:

Beginning at the terminus of aforescribed 63" x 98" low head pipe; thence southeasterly 180±L.F. to the junction of the existing channel line located 60±L.F. east of and 60±L.F. south of the southeast corner of Lot #24 of said Washington Center Place Addition; thence southerly following the meandering of the existing channel line 300±L.F. terminating at an existing low head structure located under North Camden Drive.

All construction of pipe, channel, and channel cleaning operations shall be in strict conformity with plans and specifications now on file with the Board of Public Works.

accordance with the provisions of storm sewer Improvement Resolution No. 203-1713 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within ** days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns. ** On or before September 1, 1976

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this

day of DEC 16 1975

19 _____

JOHN DEHNER, INC.

BY: John Dehner

ITS: PRESIDENT

Contractor, party of the first part.

This contract approved by us this 29

day of December 19 75

BOARD OF PUBLIC WORKS,
Party of the second part.

Mayor

62-374-7

SEWER 285-75

12/29/75

CONTRACT AND BOND

for the Following Prices

Seeding and 2" Mulch	Eighty Four Cents	\$ 0.84
63" x 98" Class II Low Head R.C.P.	One Hundred and Ten Dollars and Forty Five Cents	110.45



The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of storm sewer Improvement Resolution No. 285-1975 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within ** days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns. ** On or before September 1, 1976

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this

day of DEC 16 1975 19

JOHN DEHNER, INC.

BY: John Dehner

ITS: PRESIDENT

Contractor, party of the first part.

This contract approved by us this 29

day of December 19 75

BOARD OF PUBLIC WORKS,
Party of the second part.

Mayor

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

as principal and _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FORTY
EIGHT THOUSAND SEVEN HUNDRED FORTY ONE DOLLARS and 00/ONE HUNDREDTHS (\$ 48,741.00)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the _____

day of DEC 16 1975, with the City of Fort Wayne, Indiana, and shall faithfully
fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the
sewer as to the workmanship, material and conditions for the period of Three (3) years, according to
the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and
remain in full force and virtue in law and in the event the said City shall extend the time for the com-
pletion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this _____ day of DEC 16 1975 19

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: William C. Zurich
YASTE, ZENT & RYE, INC.

JOHN DEHNER, INC.

BY: John Dehner (SEAL) PRESIDENT (SEAL)

UNITED STATES FIDELITY & GUARANTY (SEAL)

BY: Lance J. Griles (SEAL)
Attorney-in-fact

Approved this 29 day of December 19 75

Carl E. Oles
Raymond Nault
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

The contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69, of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes Volume IV) (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII). It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustain by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

JOHN DEHNER, INC.

Contractors

as principal and UNITED STATES FIDELITY AND GUARANTY COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FORTY
EIGHT THOUSAND SEVEN HUNDRED FORTY ONE DOLLARS and 00/ONE HUNDREDTHS (\$ 48,741.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said _____

JOHN DEHNER, INC.

did on the 16 day of December, 1975 enter into a contract with the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and along _____

according to certain plans and specifications, and also warranting and guaranteeing the work, material and conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said JOHN DEHNER, INC.

shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 16 day of December 19 75.

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: [Signature]

JOHN DEHNER, INC. (SEAL)

BY: [Signature] PRESIDENT (SEAL)

UNITED STATES FIDELITY & GUARANTY (SEAL)

Approved this 29 day of December 19 75

[Signature]
Carl C. Neal
Boyd W. Nault
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., 19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., 19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

No. 19
CONTRACT AND BOND
of

for

Amount of Bond

Approved:

Dollars

Board of Public Works.

Recorded in Contract Record Book No.

Page Recorded in Imp. Res.

Record Book No. Page

Improvement Resolution No. 19

Cost per lineal foot \$

Assessment Roll Approved

Final Estimate Approved

GENERAL POWER OF ATTORNEY

83680

No.

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Grile

of the City of **Fort Wayne**, State of **Indiana**
its true and lawful attorney in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Grile

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **19th** day of **April**, A. D. 19 **73**

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) **By James A. Mappus**
Vice-President.

(SEAL) (Signed) **John H. Aitken**
Assistant Secretary.

STATE OF MARYLAND, } ss:
BALTIMORE CITY, }

On this **19th** day of **April**, A. D. 19 **73** before me personally came **James A. Mappus**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **John H. Aitken**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **James A. Mappus** and **John H. Aitken** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 19 **74**.

(SEAL) (Signed) **Herbert J. Aull**
Notary Public.

STATE OF MARYLAND, }
BALTIMORE CITY, } Sect.

I, **Robert H. Bouse**, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Herbert J. Aull**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this **19th** day of **April**, A. D. 19 **73**

(SEAL) (Signed) **Robert H. Bouse**
Clerk of the Superior Court of Baltimore City.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

A-76-01-12

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with John Dehner, Inc. in amount of
\$48,741.00 to install a storm sewer on Washington Center Road (Sewer Improvement
Resolution No. 285-1975).

EFFECT OF PASSAGE Installation of necessary storm sewer on Washington Center Road

EFFECT OF NON-PASSAGE Inadequate storm drainage for Washington Center Road

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$48,741.00

ASSIGNED TO COMMITTEE

Public Works